



## Terms and Conditions of Grant Funding

### Definitions

“We” “our” and “us” refer to Bolton CVS. “you” and “your” refers to the organisation making an application or receiving the grant bound by these terms and conditions.

The “project” means the project that we are awarding the grant for as set out in our application form and any supporting documents, and/or as varied by this Grant Agreement.

### Purpose of Funding

This funding is to be used for delivering all outcomes specified as per your application.

You must provide clear evidence of achievement of the agreed outcomes as per the monitoring and evaluation toolkit issued with your grant offer.

### 1. General Terms and Conditions

1.1 The funding shall **only be used** for the purpose(s) detailed in your funding application.

1.2 You will **keep receipts for all money spent** from the awarded grant.

1.3 You will spend all of the money from the awarded grant within 12 months of award.

1.4 If for any reason you **are unable to deliver** the agreed activities in accordance with this Agreement, you agree to inform us in writing immediately.

1.5 Should you wish to **vary the delivery of the project**, including expenditure, permission must be sought in writing from us, using the grant variation form, before any variations are made. Unless prior agreement has been sought from us, expenditure not detailed in your funding application will be deemed unallowable and will become recoverable.

1.6 You will not use the grant to pay for any costs you have incurred before the agreed project start date.

1.7 You will write to us informing us of any anticipated delay to the project resulting in up to 3 months delay of delivery or if a shorter delay will mean you cannot send a monitoring report on the project at an agreed time.

1.8 If you spend less than the whole grant on the project, you may be expected to return the unspent amount to us. You should write to us immediately when an underspend is known in order for us to discuss options with you.

1.9 You may not transfer any part of the grant or this Grant Agreement or any rights under it to another organisation or individual, unless we have entered into an agreement, authorized by us, requiring you to work with another organisation in delivering this project.

1.10 You will not sell, give away or borrow against any project asset that we fund with an original purchase value of over £300 without first receiving our written consent. If any asset is damaged, destroyed or stolen you must also tell us in writing.



- 1.11 If your project involves a partnership, the lead partner on the funding application is the 'accountable body' for the grant funding and is responsible for the delivery of the whole project, including the contribution made by the named partners.
- 1.12 You must ensure that all additional partners are aware of these terms and conditions while the Grant Agreement remains in force.

## 2. Your Organisation

- 2.1 During the period of the grant you will act in a fair and open manner without any distinction as to race, religion, age, gender, sexual orientation or disability, and in compliance with relevant UK legislation.
- 2.2 You must ensure **that all members of your management committee**, board of trustees or directors are aware of these terms and conditions while the Grant Agreement remains in force.
- 2.3 If your project involves work with children, young people or vulnerable adults ("vulnerable people"), you will take all reasonable steps to ensure their safety.
- 2.4 You will ensure your project **is adequately insured** at all times.
- 2.5 You will acknowledge your grant in your annual reports and accounts covering the period of the project.

## 3. Honesty

- 3.1 We reserve the right to refuse any future applications from your organisation or an organisation you represent if we have reasonable grounds to believe this application form has been completed dishonestly, significantly inaccurately or with misleading information, whether deliberate or accidental, during the application process, the period of spending the grant or the period of us checking your final report.
- 3.2 We reserve the right to pursue any information supplied by you from 3<sup>rd</sup> parties about your application of grant funded project where we believe additional information may be required to support your application through the decision process or verify project information.
- 3.3 We may also, from time to time, share information about applicants with other grant providers and statutory agencies where we have reasonable grounds to act on concerns raised in point 3.1 relating to honesty.

## 4. Publicity

- 4.1 You will acknowledge the grant publicity as appropriate and as practical for your organisation or the project to do so.
- 4.2 We may ask to share your publicity for our reports, publicity, and our wider advocacy work around our grants programme. Depending on the nature of the project you agree to work with us to provide relevant materials that may assist with this promotion. If you feel your project is not suitable to be publicized, you will notify us of this at the earliest opportunity.

## 5. Monitoring Requirements



5.1 You undertake to meet **all monitoring requirements** in accordance with agreed deadlines, monitoring will include financial monitoring. Please ensure you keep all records and receipts as we reserve the right to ask you to provide us with financial evidence at the end of the funding period. We also undertake a number of spot audits and your organisation may be chosen.

5.2 Bolton CVS may undertake a **monitoring site visit**. You agree to a monitoring site visit by a member of Bolton CVS.

5.3 All delivery must **finish by the date notified** in the grant offer letter and all monitoring and evaluation must be received by us **no later than one month** after this date.

5.4 Should the project **cease to operate before the end of this agreement**, any equipment/items purchased with these funds must be returned to us or be transferred to a Bolton CVS approved organisation, with the same or similar aims.

5.5 Failure to deliver acceptable monitoring within the timeframe specified within these terms and conditions will make your organisation **ineligible for future grants** from Bolton CVS and may result in funds being recalled.

## 6. Compliance

6.1 If your organisation does not have the following policies in place you will be required to develop and implement them within three months of this funding being awarded, please contact the development team for help if required:

- Health & Safety policy
- Safeguarding Children policy (if working with children)
- Safeguarding Adults policy (if working with adults)

6.2 You are required to ensure any **equipment** purchased with this grant is adequately maintained and insured.

6.3 You must provide **evidence of all valid and appropriate insurance** e.g. Public Liability; Employers Liability; Professional Indemnity which comply with statutory requirements.

6.4 The **Health & Safety at Work Act 1974** must be complied with when delivering your activities.

6.5 You will ensure that all activities comply with the law and that it does not commit any act of discrimination that is unlawful under the **Equalities Act 2010**.



6.6 You will ensure that you comply with your obligations under the **General Data Protection Regulation (GDPR)** and will not do anything which places you or Bolton CVS in breach of the GDPR.

## **7. Confidentiality / Sharing of Information**

7.1 You and Bolton CVS will respect the **confidentiality of information** given to each other as part of this Agreement.

7.2 You agree to the sharing of information about the organisation and its activities in relation to this funding with the programme funder(s).

7.3 You agree for information about the organisation and the grant to be published **online and shared with 360 Giving**. [www.threesixtygiving.org](http://www.threesixtygiving.org)

7.4 Any volunteer or person employed in connection with the funded activity will:

- (i) Only share confidential Information for the purposes of this Agreement.
- (ii) Not disclose any confidential information to any third party without the prior written consent of Bolton CVS.

## **8. Termination**

8.1 Bolton CVS reserves the right to terminate this Agreement with immediate effect if you breach the Terms and Conditions.

8.2 In the event of termination you shall refund to Bolton CVS the amount equal to the undelivered outcomes.

## **9. You understand that**

9.1 We (Bolton CVS) accept no liability for any consequences, whether direct or indirect, that may come about from your running of the project, the use of the grant or from a withdrawal of our grant.

9.2 We may demand repayment of all or part of the grant at our absolute discretion if we consider you failed to meet any of these terms and conditions to which you have agreed. 9.3 We hold the right to impose any additional terms and conditions to the grant before and during a grant award.

9.3 these Terms and Conditions will continue to apply for one year after the grant is paid and Bolton CVS have confirmed that monitoring has been completed satisfactorily, whichever is later.

## **10. Complaints**

10.1 In the event of any complaints regarding Bolton CVS staff or service, Bolton CVS's complaints procedure will be followed. A copy of the complaints procedure is available at

<https://www.boltoncvs.org.uk/about/compliments-complaints/>



10.2 In the event of a complaint received by Bolton CVS regarding your organisation, we will apply our complaints procedure and you are required to comply fully with any investigation that may follow.

### **11. Agreement**

Only authorised persons can submit applications. Please ensure you have the authority of your board / management committee before submitting any application to Bolton CVS.